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James A. Noe
Dawna Jarvis

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

JOLISA PARHAM,

Plaintiff,

vs.

No. D-202-CV-2017-05278

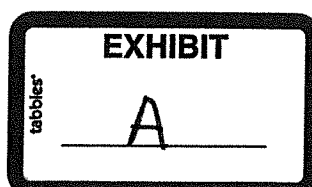
NATIONWIDE PROPERTY & CASUALTY
INSURANCE COMPANY,
a foreign corporation doing business in New Mexico,

Defendant.

**COMPLAINT FOR UNDERINSURED
MOTORIST BENEFITS AND PUNITIVE DAMAGES**

COMES NOW Plaintiff, by and through her attorneys, Whitener Law Firm, P.A. (Richard W. Suttan, Esq.) and for her Complaint for Underinsured Motorist Benefits and Punitive Damages states:

1. At all times material hereto, Plaintiff was a resident of Dinwiddie County, Virginia.
2. Upon information and belief, at all times material hereto, Defendant, Nationwide Property & Casualty Insurance Company ("Nationwide") was a foreign corporation operating and doing business in Bernalillo County, New Mexico.
3. The incident(s) giving rise to this cause of action occurred in the City of Albuquerque, Bernalillo County, New Mexico.
4. This court has jurisdiction over the parties and the subject matter herein, and venue is properly laid in Bernalillo County, New Mexico.
5. On November 09, 2015, as Jolisa was driving her vehicle east on Menaul Boulevard NE, making a left turn onto northbound Chama Street, NE, when her vehicle was struck by a motorcycle driven by underinsured motorist, Casey Baker ("Baker").



6. According to witnesses, and upon information and belief, Baker was riding his motorcycle well over twice the posted speed limit.

7. Upon information and belief, Baker's excessive speed and speed too fast for conditions were the causes of this collision.

8. The collision described in the preceding paragraphs occurred as direct and proximate result of the negligent and willful, wanton and reckless acts of Baker.

9. As a direct and proximate result of Baker's actions, Plaintiff was injured and suffered damages.

10. As a result of the collision, Plaintiff incurred over \$15,000.00 in medical expenses for treatment of injuries arising from the collision and she suffered lost income.

11. Casey Baker's insurance carrier tendered \$24,999.99 toward compensating Plaintiff for her bodily injury and lost income claims.

12. However, the aforementioned tender of policy limits did not fully compensate and make Plaintiff whole.

13. Therefore, Plaintiff has a claim for underinsured motorist benefits under an insurance policy with Nationwide.

14. As a direct and proximate result of the actions of the underinsured motorist, Plaintiff has sustained damages.

15. Baker's operation of his motorcycle at an excessive, unsafe speed was willful, wanton and reckless giving rise to punitive damages.

16. However, Baker's liability insurance carrier excluded coverage for punitive damages in its policy.

17. Therefore, Plaintiff has a claim for punitive damages under the uninsured motorist insurance policy with Nationwide.

WHEREFORE, Plaintiff respectfully requests an award of benefits from Nationwide in an amount to be determined at trial and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

WHITENER LAW FIRM, P.A.

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